

Supplemental
PACKET

Feb 1

2021

The following list of documents have been added to the Supplemental Packet of the Board of Selectmen Meeting for 2.1.2021 and are labeled according to their corresponding agenda item.

1. Revised 2.1.2021 Board of Selectmen Agenda

5. Amendment 11-A to Land Disposition Agreement for River's Edge



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-3620
www.wayland.ma.us

BOARD OF SELECTMEN
LEA T. ANDERSON
MARY M. ANTES
THOMAS J. FAY
CHERRY C. KARLSON
DAVID V. WATKINS

Revises agenda posted January 29, 2021 at 12:11pm

**BOARD OF SELECTMEN
Monday, February 1, 2021
5:30 p.m.
Wayland Town Building
Council on Aging Room
41 Cochituate Road, Wayland, MA**

Proposed Agenda

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. The meeting likely will be broadcast and videotaped for later broadcast by WayCAM.

*In compliance with the revised Open Meeting Law requirements, we will live stream the meeting via Zoom as well as WayCAM. The Zoom meeting can be entered using the following link:

<https://zoom.us/j/95721725414?pwd=RVVKcG9qMXRVcXNLclpMWVVRXY1JLQT09>

Password: 346818

The meeting may be viewed live on the WayCam Government Channel (Comcast 9, Verizon 38). Public Comment will be received either through Zoom** or by phone at 508-358-6812 for this meeting. The phone number will be active during the public comment portion of the meeting. Thank you in advance for your patience; we intend to address all calls that come in during the Public Comment period.

In addition to being live streamed, WayCam will record the meeting and this recording will be made available to the public as soon after the meeting as is practicable. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings.

**To make a public comment via Zoom, perform a virtual "hand raise". The meeting moderator will contact you via a chat message to acknowledge your request and will inform the chair of your request to comment. Instructions for performing a virtual "hand raise" can be found at

<https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-In-a-webinar>

5:30 pm 1. Call to Order, Review Agenda for Public

5:33 pm 2. Announcements and Public Comment

5:40 pm 3. Committee Appointments:
a. Interview and potential vote to appoint:

Committee	Potential Appointee(s)	Term End Date
Cultural Council	Katy Allen	June 30, 2023

5:55 pm 4. 2021 Annual Town Meeting (ATM):

a. 2021 ATM articles: review and discussion of articles including but not limited to the below articles; potential votes to insert in Warrant and vote Board position

A. Recognize Citizens & Employees for Particular Service

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B. Pay Previous Fiscal Year Unpaid Bills
H. Non-Union Personnel COLA
I. Surface Water Quality Committee Budget
FF. Human Rights Commission
KK. Ombudsman

- 6:25 pm 5. River's Edge: review, discuss and potential vote to approve and execute Access Easement, Wastewater Easement, twelfth Amendment to the land disposition agreement, Wastewater Infrastructure Development Agreement and Escrow Agreement and any other documents pertaining the River's Edge Transaction. Review and potential vote to approve a press release on the River's Edge transaction. Vote of designating and approving signing authority to Louise Miller, Town Administrator for any documents related to the River's Edge transaction; **vote to ratify Town Administrator's signature dated January 28, 2021 on Amendment 11-A to Land Disposition Agreement to extend the closing date from January 29, 2011 to February 5, 2021; review and potential vote to approve issuance of press release related to River's Edge.**
- 7:00 pm 6. Town Administrator Advisory Committee on Race: Update on activities and discussion of public forum
- 7:30 pm 7. Town Administrator update
- a. COVID-19 Update
 - b. FY2020 Audit Letter response
 - c. Fiscal Year 2021 Quarter 2 Financial Report
- 7:50 pm 8. Minutes – January 11, January 19, January 21, January 26, January 27th (AM) and January 27th (PM), 2021; review and vote to approve
- Executive Session Minutes – discuss process for review and release
- 8:00 pm 9. Consent: review and vote to approve
- 8:05 pm 10. Correspondence
- 8:10 pm 11. Selectmen's Reports and Concerns
- 8:15 pm 12. Topics not Reasonably Anticipated 48 hours in advance, if any
- 8:20 pm 13. Enter into Executive Session**
- I. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to collective bargaining with:
 - Local 690 Wayland-1 American Federation of State, County and Municipal Employees (AFSCME 690 Wayland -1);

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- Local 690 Wayland – 2 American Federation of State, County, and Municipal Employees (AFSCME 690 – 2); and
- II. Pursuant to Massachusetts General Laws, Chapter 30A, Section 21 (a) (3) to discuss strategy with respect to litigation *Duane Galbi v. Town of Wayland et al.*

9:00 pm 14. Adjourn

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CONSENT CALENDAR

1. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on items listed below.
2. Vote the question of approving and signing the weekly payroll and expense warrants.
3. Vote the question of approving expenditure of \$326.26 from the Wayland COVID-19 Relief Fund.
4. Vote the question of accepting with thanks one (1) donation in the amount of \$500.00 to the Wayland COVID-19 Relief Fund.
5. Vote the question of approving and signing agreement with Guerriere & Halnon, Inc. for Old Stone's Bridge Engineering Assistance Services.
6. Vote the question of approving and signing contract no. 21-2021 with R.J. Gabriel Construction Co., Inc. for Catch Basin Cleaning Services.
7. Vote the question of approving and signing contract no. 21-2010 with Koch Separation Solutions Inc. for Replacement Filtration Cartridges for Baldwin Pond Water Treatment Facility.
8. Vote the question of approving and signing invoice no. 129502 from KP Law, P.C. for Professional Services through December 31, 2020 in the amount of \$9,424.91
9. Vote the questions of approving and signing invoice no. 129492 from KP Law, P.C. for Professional Services through December 31, 2020 in the amount of \$29.00
10. Vote the question of approving and signing amendment no. 3 to contract no. 18-1024 with Leftfield, LLC for athletic fields and stadium renovations.
11. Vote the question of approving expenditure of \$647.07 from the Wayland COVID-19 Relief Fund.
12. Vote the question of accepting with thanks three (3) donations in the amount of \$800.00 to the Wayland COVID-19 Relief Fund.
13. Vote the question of accepting with thanks 39 donations in the amount of \$6,760.00 to the Testing for COVID-19 in the Wayland Schools Fund.
14. Vote the question of designating and approving signing authority to Louise Miller, Town Administrator on documents related to the DHCD application of River's Edge's Regulatory Agreement for the Local Action Units (LAU)

AMENDMENT 11-A TO
LAND DISPOSITION AGREEMENT

This Amendment 11-A to Land Disposition Agreement (this "Amendment") is made and entered into by and between **TOWN OF WAYLAND**, acting by and through its Board of Selectmen (hereinafter "Seller"), a Massachusetts municipal corporation, and **ALTA RIVER'S EDGE, LLC**, a Delaware limited liability company (hereinafter "Buyer"). **WP EAST ACQUISITIONS, L.L.C.**, a Georgia limited liability company ("Contract Buyer"), is joining in this Agreement for the limited purposes set forth herein. Each of Seller, Buyer and Contract Buyer is a "Party" and taken together shall be the "Parties".

Recitals:

A. Seller and Contract Buyer previously entered into that certain Land Disposition Agreement with an effective date of July 28, 2017 (the "Original Contract"), as amended by that certain First Amendment to Land Disposition Agreement dated as of October 24, 2017, as further amended by that certain Second Amendment to Land Disposition Agreement dated as of October 31, 2017, as further amended by that certain Third Amendment to Land Disposition Agreement dated as of December 18, 2017, as further amended by that certain Fourth Amendment to Land Disposition Agreement dated as of February 26, 2018, as further amended by that certain Fifth Amendment to the Land Disposition Agreement dated May 23, 2018, as further amended by that certain Sixth Amendment to the Land Disposition Agreement dated August 29, 2018, as further amended by that certain Seventh Amendment to the Land Disposition Agreement dated February 28, 2019, as further amended by that certain Eighth Amendment to Land Disposition Agreement dated March 7, 2019 (the "Eighth Amendment"), as further amended by that certain Ninth Amendment to Land Disposition Agreement dated April 29, 2019 (the "Ninth Amendment"), and as further amended by that certain Tenth Amendment (the "Tenth Amendment") to Land Disposition Agreement dated May 31, 2019, and as further amended by an Eleventh Amendment to (the "Eleventh Amendment") to Land Disposition Agreement dated March 30, 2020 (as amended, the "Contract") for the purchase and sale of that certain parcel of land located 484-490 Boston Post Road, Wayland, Massachusetts (the "Property"), as is more fully described in the Contract.

B. Pursuant to an Assignment and Assumption of Purchase and Sale Agreement and Intangible Property by and between Contract Buyer and Buyer dated March 22, 2019 (the "Assignment"), Contract Buyer assigned the Contract as then constituted to Buyer, and Buyer assumed the obligations of Contract Buyer under the Contract as provided in the Assignment.

C. The Buyer is a Pre-Approved Assignee as described in Section 7.3 of the Original Contract.

D. The Parties wish to amend the Contract to confirm the current deadline for Closing under the Contract.

Terms and Conditions:

In consideration of the mutual covenants, agreements, and undertakings set forth in the Contract and in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Capitalized Terms; Recitals. All capitalized terms used herein but undefined (including those set forth in the Recitals) shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Closing Date. The Initial Closing Date of January 29, 2021 and the Outside Closing Date of December 31, 2022, as set forth in Section 2 of the Eleventh Amendment, shall be extended to February 5, 2021 and January 9, 2023, respectively. Notwithstanding anything in the Contract to the contrary, Buyer shall have the right to trigger an earlier Closing Date by providing written notice to Seller of the desired Closing Date at least 30 days prior to the then current Closing Date.

3. Contract Assignment; Ratification. Buyer and Contract Buyer represent and warrant that (i) Buyer constitutes a Pre-Approved Assignee pursuant to Section 7.3 of the Original Contract; (ii) a Buyer Affiliate owns at least a 5% ownership interest (direct or indirect) in the Buyer; and (iii) a Buyer Affiliate is the designated development partner for the Buyer's Project and shall remain as the designated development partner until the Buyer's Project Completion Date except as otherwise provided in Section 7.3 of the Contract. Seller, in reliance on the foregoing, acknowledges receipt of the Assignment and hereby confirms that the Assignment complies with Section 7.3 of the Original Contract. Contract Buyer inadvertently executed the Ninth Amendment, Tenth Amendment and Eleventh Amendment to the Contract (collectively, the "Typo Amendments") subsequent to the Assignment. Accordingly, Seller, Buyer and Contract Buyer hereby acknowledge and agree that all references in the Typo Amendments to the Contract Buyer (i.e. WP East Acquisitions, LLC, a Georgia limited liability company) shall be deemed to mean and refer to Buyer (i.e. Alta River's Edge, LLC, a Delaware limited liability company), and Seller and Buyer ratify and confirm the Typo Amendments as if Buyer was a party thereto. Buyer hereby expressly assumes all of the obligations of the "Buyer" under the Contract, whether arising before or after the date of the effective date of this Amendment.

4. Ratification. Except as expressly amended by this Amendment, the Contract remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.

5. Multiple Counterparts. An executed facsimile or "PDF" of this Amendment is an acceptable form of acceptance of this Amendment and the parties may

execute this Amendment in counterparts. This Amendment shall from this date forward be considered a part of the Contract.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this Amendment to be effective on the last date set forth below.

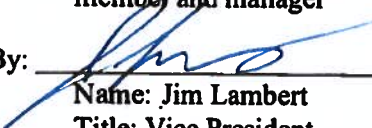
BUYER:

**ALTA RIVER'S EDGE, LLC,
a Delaware limited liability company**

**By: Alta River's Edge Venture, LLC, a
Delaware limited liability company,
its sole member**

**By: WS River's Edge, LLC, a Delaware
limited liability company, its
Managing Member**

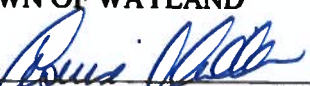
**By: WP Massachusetts, LLC, a Delaware
limited liability company, its sole
member and manager**

**By: 
Name: Jim Lambert
Title: Vice President**

Date: 1/28/21

SELLER:

TOWN OF WAYLAND

**By: 
Name: LOUISE MILLER
Title: TOWN ADMINISTRATOR**

Date: 1/28/2021

JOINDER BY CONTRACT BUYER

The undersigned Contract Buyer hereby joins in this Amendment for the purpose of acknowledging and agreeing to the provisions of Section 3 hereof.

CONTRACT BUYER:

**WP EAST ACQUISITIONS, L.L.C., a
Georgia limited liability company**

By:  _____

Name: Jim Lambert

Title: Vice President

Date: 1/28/21